

JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

THE CITY OF ATLANTIC CITY

(b) County of Residence of First Listed Plaintiff **ATLANTIC**  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Email and Telephone Number)

Michael J. Perugini, Esq. City of Atlantic City, City Solicitor's Office  
City Hall - Room 406 1301 Bacharach Blvd. Atlantic City, NJ 08401  
609-347-5540

**DEFENDANTS**ZEMURRAY STREET CAPITAL, LLC &  
W. WESLEY DRUMMON

County of Residence of First Listed Defendant **New York County**  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Felix P. Gonzalez, Esquire Phone 215-901-7832  
3403 Iron Rock Court Fax: 1-888-511-1940  
Pennsauken, N.J. 08109 Email: felixatty@yahoo.com

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                                   |   | PTF                                   | DEF                                   |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business In This State     | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5            | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
**28 U.S.C. §1332 and 28 U.S.C. § 1441**

Brief description of cause:  
**Breach of Contract**

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
**3,000,000.00**

CHECK YES only if demanded in complaint:  
**JURY DEMAND:** ☒ Yes ☐ No

**VIII. RELATED CASE(S)**

IF ANY

(See instructions):

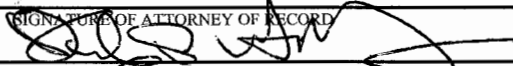
JUDGE

DOCKET NUMBER

DATE

**8/19/14**

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY, CAMDEN

<p>CITY OF ATLANTIC CITY, a Municipal Corporation of the State of New Jersey</p> <p>vs.</p> <p>ZEMURRAY STREET CAPITAL, LLC 299 Park Avenue New York, N.Y.</p> <p>and</p> <p>W. WESLEY DRUMMON 1330 1<sup>st</sup> Avenue, #621 New York, N.Y.</p> <p>Defendants</p>	<p>CASE NUMBER:</p> <p>NOTICE OF REMOVAL OF STATE COURT ACTION TO UNITED STATES DISTRICT COURT OF NEW JERSEY, CAMDEN PURSUANT TO 28 U.S.C. § 1332 and 28 U.S.C. § 1441.</p>
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PLEASE TAKE NOTICE that defendants Zemurray Street Capital LLC (“Zemurray”) and W. Wesley Drummon through its undersigned counsel, Felix P. Gonzalez, Esquire, hereby file this Notice of Removal pursuant to 28 U.S.C. § 1332 and 28 U.S.C. § 1441.

Defendants hereby removes to the United States District Court of New Jersey, Camden, all claims and causes of action in the civil action pled and captioned *The City of Atlantic City vs. Zemurray Street Capital LLC and W. Wesley Drummon*, Docket No. ATL-L004170-14, filed in the Superior Court of New Jersey, Law Division, Atlantic County. A copy of this Civil Action is attached hereto and marked Exhibit “A”.

The grounds for removal are as follows:

1. The State Court Action, see Exhibit “A”, was filed on July 15, 2014 claiming damages in the amount of \$3,000,000 against defendants.
2. Zemurray Street Capital LLC, is a Delaware Limited Liability Company with its principle place of business at 299 Park Avenue, New York, N.Y. and its employee, W. Wesley Drummon resides at 1330 1<sup>st</sup> Avenue, #621, New York, N.Y.

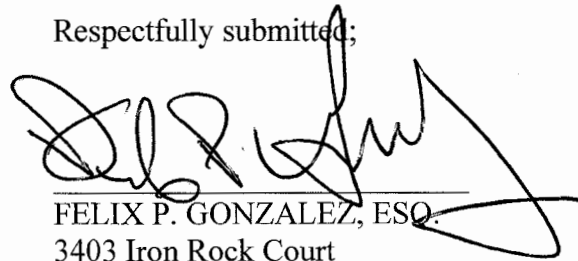
3. Defendants qualify and meet the requirements of 28 U.S.C. § 1332 (a)(1) because of the amount in controversy and the fact that the parties are citizens of different states.

4. Defendant Zemurray Street Capital LLC was served with Plaintiff's Complaint on July 21, 2014 and W. Wesley Drummon received the Complaint on July 24, 2014 after it was improperly served. Therefore this Notice of Removal is being filed on the 30<sup>th</sup> day of the service of the Plaintiff's Complaint upon Zemurray Street Capital LLC and on the 26<sup>th</sup> day of W. Wesley Drummon receiving Plaintiff's Complaint.

5. Defendants have provided written notice of this Notice of Removal to plaintiff's counsel of record and has filed the appropriate Notice of Removal in the Superior Court of New Jersey, Atlantic County.

WHEREFORE, for the above stated reasons defendants pray that this Honorable Court grant the removal of the stated State cause of action to the United States District Court of New Jersey, Camden.

Respectfully submitted;

A handwritten signature in black ink, appearing to read 'Felix P. Gonzalez', is written over a horizontal line.

FELIX P. GONZALEZ, ESQ.  
3403 Iron Rock Court  
Pennsauken, N.J. 08109  
Phone: 215-901-7832  
Fax: 1-888-511-1940  
Email: [felixatty@yahoo.com](mailto:felixatty@yahoo.com)  
Attorney for Defendants

# Exhibit “A”



CITY OF ATLANTIC CITY

CITY SOLICITOR'S OFFICE

JASON HOLT, ESQUIRE  
CITY SOLICITOR

CITY HALL - ROOM 406  
1301 BACHARACH BOULEVARD  
ATLANTIC CITY, N.J. 08401  
TELEPHONE (609) 347-5540  
TELECOPIER (609) 347-5210

IRVING B. JACOBY, DEPUTY CITY SOLICITOR  
ANTHONY A. SWAN, ESQ.  
MICHAEL J. PERUGINI, ESQ.  
BENJAMIN J. KAUFMAN, ESQ.  
KARL TIMBERS, ESQ.

July 14, 2014

Superior Court of New Jersey  
Atlantic County Civil Courthouse  
1201 Bacharach Blvd.  
Atlantic City, NJ 08401  
Attn: Civil Case Management

Re: *City of Atlantic City vs. ZeMurray Street Capital, LLC, W. Wesley Drummon, et al.*  
Docket No. 117L-L-004170-14

Dear Sir/Madam:

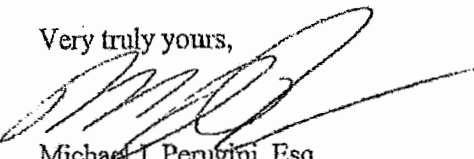
I am enclosing the following:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Complaint & (2) copies | <input type="checkbox"/> General Release             |
| <input type="checkbox"/> Answer                            | <input type="checkbox"/> Warrant for Satisfaction    |
| <input type="checkbox"/> Order                             | <input type="checkbox"/> Stipulation of Dismissal    |
| <input type="checkbox"/> Interrogatories                   | <input type="checkbox"/> Substitution of Attorney    |
| <input type="checkbox"/> Acknowledgment of Service         | <input type="checkbox"/> Subpoena                    |
| <input checked="" type="checkbox"/> Summons                | <input checked="" type="checkbox"/> Return Envelope  |
| <input type="checkbox"/> Notice of Motion                  | <input checked="" type="checkbox"/> Proof of Service |
| <input type="checkbox"/> Check in the amount of \$         |  |

Would you please:

- ☒ File
- ☒ Return copy stamped "filed"
- ☐ Consent and/or approve and return
- ☐ Acknowledge and return documents
- ☐ Complete and return at once
- ☐ Serve defendant(s) at:
- ☒ Charge our account: 2900

Very truly yours,

  
Michael J. Perugini, Esq.  
Asst. City Solicitor



CITY OF ATLANTIC CITY  
Office of the Solicitor  
JASON HOLT, City Solicitor  
City Hall-Room 707  
1301 Bacharach Boulevard  
Atlantic City, N.J. 08401  
(609) 347- 5540

By: Michael J. Perugini, Attorneys for the Plaintiff,  
City of Atlantic City

CITY OF ATLANTIC CITY, a Municipal  
Corporation of the State of New Jersey

Plaintiff,

v.

ZEMURRAY STREET CAPITAL, LLC , W.  
WESLEY DRUMMON, JOHN DOE (1-10), MARY  
DOE (1-10), ABC PARTNER-SHIPS (1-10) AND  
XYZ CORPORATION (1-10), FICTIOUS  
PERSONS AND ENTITIES; JOINTLY,  
SEVERALLY AND IN THE ALTERNATIVE

Defendants

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
ATLANTIC COUNTY

DOCKET NO: ATL-L-004170-14

CIVIL ACTION

SUMMONS

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may

obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).

Dated:

Michelle M. Smith, Esquire  
Clerk of the Superior Court

Name of Defendant to be served:

ZeMurray Street Capital, LLC  
c/o Corporation Registered Agent : Incorp Services Inc.

Address of Defendant to be served:

1201 Orange St  
Suite 600 C  
One Commerce Ctr.  
Wilmington, DE  
19899

and To: W. Wesley Drummon  
718 E. 218th Street  
Bronx, NY 10467-5804

**ATLANTIC COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division, Direct Filing  
1201 Bacharach Blvd., First Fl.  
Atlantic City, NJ 08401  
LAWYER REFERRAL  
(609) 345-3444  
LEGAL SERVICES  
(609) 348-4200

**BERGEN COUNTY:**

Deputy Clerk of the Superior Court  
Case Processing Section  
Room 119  
Justice Center, 10 Main St.  
Hackensack, NJ 07601-0769  
LAWYER REFERRAL  
(201) 488-0044  
LEGAL SERVICES  
(201) 487-2166

**BURLINGTON COUNTY:**

Deputy Clerk of the Superior Court  
Central Processing Office  
Attn: Judicial Intake  
First Fl., Courts Facility  
49 Rancocas Rd.  
Mt. Holly, NJ 08060  
LAWYER REFERRAL  
(609) 261-4862  
LEGAL SERVICES  
(609) 496-4570

**CAMDEN COUNTY:**

Deputy Clerk of the Superior Court  
Civil Processing Office  
1st Fl., Hall of Records  
101 S. Fifth St.  
Camden, NJ 08103  
LAWYER REFERRAL  
(609) 964-4520  
LEGAL SERVICES  
(609) 964-2010

**CAPE MAY COUNTY:**

Deputy Clerk of the Superior Court  
9 N. Main Street  
Box DN-209  
Cape May Court House, NJ 08210  
LAWYER REFERRAL  
(609) 463-0313  
LEGAL SERVICES  
(609) 465-3801

**COMBERLAND COUNTY:**

Deputy Clerk of the Superior Court  
Civil Case Management Office  
Broad & Fayette Sts., P.O. Box 615  
Bridgeton, NJ 08302  
LAWYER REFERRAL  
(609) 692-6207  
LEGAL SERVICES  
(609) 451-0003

**ESSEX COUNTY:**

Deputy Clerk of the Superior Court  
50 West Market Street  
Room 131  
Newark, NJ 07102  
LAWYER REFERRAL  
(201) 522-6207  
LEGAL SERVICES  
(201) 624-4500

**GLOUCESTER COUNTY:**

Deputy Clerk of the Superior Court  
Civil Case Management Office  
Attn: Intake  
First Fl., Court House  
1 North Broad Street, P.O. Box 750  
Woodbury, NJ 08096  
LAWYER REFERRAL  
(609) 848-4589  
LEGAL SERVICES  
(609) 848-5360

**HUDSON COUNTY:**

Deputy Clerk of the Superior Court  
Superior Court, Civil Records Dept  
Brennan Court House - 1st Floor  
583 Newark Avenue  
Jersey City, NJ 07306  
LAWYER REFERRAL  
(201) 798-2727  
LEGAL SERVICES  
(201) 792-6353

**HUNTERDON COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division  
65 Park Avenue  
Flemington, NJ 08822  
LAWYER REFERRAL  
(908) 7263-6109  
LEGAL SERVICES  
(908) 782-7979

**MERCER COUNTY:**

Deputy Clerk of the Superior Court  
Local Filing Office, Courthouse  
175 S. Broad Street, P.O. Box 8069  
Trenton, NJ 08650  
LAWYER REFERRAL  
(609) 585-6200  
LEGAL SERVICES  
(609) 695-6249

**MIDDLESEX COUNTY:**

Deputy Clerk of the Superior Court  
Administration Building  
Third Floor  
1 Kennedy Sq., P.O. Box 2633  
New Brunswick, NJ 08903-2633  
LAWYER REFERRAL  
(732) 828-0053  
LEGAL SERVICES  
(732) 249-7600

**MONMOUTH COUNTY:**

Deputy Clerk of the Superior Court  
Courthouse  
71 Monument Park  
P.O. Box 1262  
Freehold, NJ 07728-1262  
LAWYER REFERRAL  
(732) 431-5544  
LEGAL SERVICES  
(732) 866-0020

**MORRIS COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division  
30 Schuyler Pl., P.O. Box 910  
Morristown, NJ 07960-0910  
LAWYER REFERRAL  
(973) 267-5882  
LEGAL SERVICES  
(973) 285-6911

**OCEAN COUNTY:**

Deputy Clerk of the Superior Court  
Courthouse, Room 119  
118 Washington Street  
Toms River, NJ 08754  
LAWYER REFERRAL  
(732) 240-3666  
LEGAL SERVICES  
(732) 341-2727

**PASSAIC COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division  
Court House  
77 Hamilton St.  
Paterson, NJ 07505  
LAWYER REFERRAL  
(973) 278-9223  
LEGAL SERVICES  
(973) 345-7171

**SALEM COUNTY:**

Deputy Clerk of the Superior Court  
92 Market St., P.O. Box 18  
Salem, NJ 08079  
LAWYER REFERRAL  
(856) 478-8363  
LEGAL SERVICES  
(856) 451-0003

**SOMERSET COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division Office  
New Court House, 3rd Fl.  
P.O. Box 3000  
Somerville, NJ 08876  
LAWYER REFERRAL  
(908) 685-2323  
LEGAL SERVICES  
(908) 231-0840

**SUSSEX COUNTY:**

Deputy Clerk of the Superior Court  
Sussex County Judicial Center  
43-47 High Street  
Newton, NJ 07860  
LAWYER REFERRAL  
(973) 267-5082  
LEGAL SERVICES  
(973) 383-7400

**UNION COUNTY:**

Deputy Clerk of the Superior Court  
1st Fl. Court House  
2 Broad Street  
Elizabeth, NJ 07207-6073  
LAWYER REFERRAL  
(908) 353-4715  
LEGAL SERVICES  
(908) 354-4340



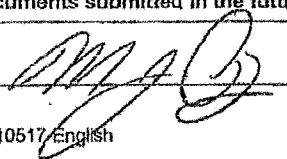
**WARREN COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division Office  
Court House  
413 Second Street  
Belvidere, NJ 07823-1500  
LAWYER REFERRAL  
(908) 387-1835  
LEGAL SERVICES  
(908) 475-2010



## Appendix XII-B1



 <b>CIVIL CASE INFORMATION STATEMENT (CIS)</b> Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 <b>Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed</b>		FOR USE BY CLERK'S OFFICE ONLY	
		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA	CHG/CK NO.
ATTORNEY / PRO SE NAME MICHAEL J. PERUGINI		TELEPHONE NUMBER (609) 347-5540	COUNTY OF VENUE Atlantic
FIRM NAME (if applicable) City of Atlantic City, City Solicitor's Office		DOCKET NUMBER (when available) 170-004170-14	
OFFICE ADDRESS City Solicitor's Office City Hall - Rm. 406 1301 Bacharach Blvd. Atlantic City, NJ 08401		DOCUMENT TYPE Summons and Complaint	
NAME OF PARTY (e.g., John Doe, Plaintiff) City of Atlantic City		CAPTION City of Atlantic City v. ZeMurray Street Capital, LLC, W. Wesley Drummon, John Doe (1-10), et al.	
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION			
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).			
ATTORNEY SIGNATURE: 			

Side 2



## CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

### CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

#### Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

#### Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

#### Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

#### Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 500 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

#### Multicounty Litigation (Track IV)

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>266 HORMONE REPLACEMENT THERAPY (HRT)</li> <li>271 ACCUTANE/ISOTRETINOIN</li> <li>274 RISPERDAL/SEROQUEL/ZYPREXA</li> <li>278 ZOMETA/AREDIA</li> <li>279 GADOLINIUM</li> <li>281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL</li> <li>282 FOSAMAX</li> <li>284 NUVARING</li> <li>285 STRYKER TRIDENT HIP IMPLANTS</li> <li>286 LEVAQUIN</li> <li>287 YAZ/YASMIN/OCELLA</li> </ul> | <ul style="list-style-type: none"> <li>288 PRUDENTIAL TORT LITIGATION</li> <li>289 REGLAN</li> <li>290 POMPTON LAKES ENVIRONMENTAL LITIGATION</li> <li>291 PELVIC MESH/GYNECARE</li> <li>292 PELVIC MESH/BARD</li> <li>293 DEPUY ASR HIP IMPLANT LITIGATION</li> <li>295 ALLODERM REGENERATIVE TISSUE MATRIX</li> <li>296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS</li> <li>297 MIRENA CONTRACEPTIVE DEVICE</li> <li>601 ASBESTOS</li> <li>623 PROPECIA</li> </ul> |
|---|---|

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category ☐ Putative Class Action ☐ Title 59

MICHAEL J. PERUGINI, ASST. CITY SOLICITOR  
City of Atlantic City - City Hall  
Solicitor's Office - Room 406  
1301 Bacharach Blvd.  
Atlantic City, NJ 08401  
(609) 347-5540

Attorney(s) for Defendant(s), City of Atlantic City,

CITY OF ATLANTIC CITY

Plaintiff,

vs.

ZEMURRAY STREET CAPITAL, LLC,  
W. WESLEY DRUMMON, JOHN DOE (1-10),  
MARY DOE (1-10), ABC PARTNERSHIPS (1-10):  
AND XYZ CORPORATION (1-10), FICTIOUS  
PERSONS AND ENTITIES; JOINTLY,  
SEVERALLY AND IN THE ALTERNATIVE,

Defendants.

SUPERIOR COURT OF NEW  
LAW DIVISION  
ATLANTIC COUNTY

DOCKET NO. ATL-14-004170-14

CIVIL ACTION

COMPLAINT

Plaintiff, the CITY OF ATLANTIC CITY, a municipal corporation located at 1301 Bacharach Boulevard, Atlantic City, County of Atlantic, State of New Jersey, by way of Complain against Defendants hereby states as follows:

**FIRST COUNT**

1. Defendant, ZeMurray Street, LLC a Delaware Limited Liability company located at 299 Park Avenue, Sixth Floor, New York, NY 10171.

2. Defendant, W. Wesley Drummon, an individual residing at 718 E. 218<sup>th</sup> Street, Bronx, NY 10467-5804.

3. At all times material hereto Defendant W. Wesley Drummon was acting in his capacity as an employee, partner, member or agent for Defendant ZeMurray Street Capital, LLC.

4. Plaintiff, City of Atlantic City a municipal corporation entered into certain agreements with defendants by terms of which defendant promised to agree to provide plaintiff with certain products and services including, but not limited to, the establishment in administration of a Community Development Lending Program, and in consideration thereof, plaintiff deposited with defendants Three Million Dollars (\$3,000,000.00) for the implementation and administration of the lending program. Plaintiff duly provided such funds and otherwise performed all the conditions on its part to be performed under the agreements and at the specific request and direction of the defendants.

5. At all times material hereto Defendants acted individually, combined, jointly, severally, in concert and in the alternative.

6. The various agreements entered into between plaintiff and defendants include without limitation a memorandum of understanding and escrow agreements by which a true copy is hereby annexed to this complaint, made a part hereof, and incorporated herein by reference as Exhibit A.

7. Defendants refused to comply with the City's many requests to provide the City with the required reporting including accounting of the City funds deposited with the defendants.

8. Defendants reached the above mentioned agreement, which breach include without limitation the failure and refusal to follow through with implementation and administration of the program, and failure to abide by the terms and conditions of the aforementioned agreements.

9. Defendants breached the above mentioned agreements including failing to return the City's fund in the amount of Three Million Dollars (\$3,000,000.00) which defendants agreed to return therein.



10. Defendants agreed to return the City funds and confirmed this agreement on April 3, 2014 but defendants never complied with the agreement.

11. Defendants breached the above mentioned agreements by failing to submit to the City the forty-five day reports as required by the agreements.

12. Defendants breached the above mentioned agreements by failing to submit to the plaintiff a reduction of estimates for aggregate lending within thirty (30) calendar days from the initial six month period of the agreement.

13. Plaintiff has made numerous demands upon defendants for return of the public funds as described above but defendants have failed and refused to refund the same and persist in said failure and refusal.

14. As a direct proximate and consequential result of defendants breach of contract and failure to refund the above mentioned sum, the plaintiff has sustained damages including the sum due to be refunded under the agreement, along with interest, cost of collection and attorney fees.

**WHEREFORE**, Plaintiff demands judgment against Defendants for:

- A. Compensatory damages;
- B. Interest;
- C. Costs of suit;
- D. Attorney fees; and
- E. Such other relief as the Court shall deem fair and equitable.



SECOND COUNT

1. Plaintiff, City of Atlantic City, repeats and re-alleges each and every allegation of this Complaint as if set forth at length herein.

2. The various agreements entered into between plaintiff and defendants include communications by which defendants represented to the City that defendants have agreed to return the City funds, a true copy of such emails are hereby annexed to this Complaint, made a part hereof, and incorporated herein by reference as Exhibit B.

3. Defendants breached the above mentioned agreement which breach includes without limitation the failure and refusal to refund plaintiff the sum of at least Three Million Dollars (\$3,000,000.00).

4. Defendants still owe the plaintiff at least Three Million Dollars (\$3,000,000.00) and defendants are indebted to plaintiff in that amount.

5. Plaintiff reserves the right to amend this complaint at the time of trial to include any other amounts due and owing under said agreements at the time this matter is heard by the Court.

6. Plaintiff has made numerous demands upon defendants for the return of the public funds but defendants have failed and refused to pay the same and persist in said failure and refusal.

7. As a direct, proximate, consequential result of defendants breach of contract and failure to refund the above mentioned sum, the plaintiff has sustained damages including the sums due under the agreement, along with interests, cost of collection and attorney fees.

**WHEREFORE**, Plaintiff demands judgment against Defendants for:

A. Compensatory damages;

B. Interest;

- C. Costs of suit;
- D. Attorney fees; and
- E. Such other relief as the Court shall deem fair and equitable.

### **THIRD COUNT**

1. Plaintiff, City of Atlantic City, repeats and re-alleges each and every allegation of this Complaint as if set forth at length herein.

2. There is due to the plaintiff from defendants the sum of at least Three Million Dollars (\$3,000,000.00) upon an agreement stated, defendants did promise to refund plaintiff the aforementioned sum on demand.

3. Plaintiff has made numerous demands upon defendants for return of and for payment of the above described sum, but defendants have failed and refused to pay the same and persist in said failure and refusal.

4. As a direct, proximate, consequential result of defendants failure to refund the above described sum, plaintiff has sustained damages including the sums due under the agreement, along with interests, cost of collection and attorney fees.

**WHEREFORE**, Plaintiff demands judgment against Defendants for:

- A. Compensatory damages;
- B. Interest;
- C. Costs of suit;
- D. Attorney fees; and
- E. Such other relief as the Court shall deem fair and equitable.

**FOURTH COUNT**

1. Plaintiff, City of Atlantic City, repeats and re-alleges each and every allegation of this Complaint as if set forth at length herein.

2. Defendants conduct led to the tortious misappropriation and conversion of funds.

3. Defendants misappropriated funds paid to it by the City of Atlantic City for services as set forth in the Memorandum of Understanding which defendants never performed or returned such funds.

4. As a result of defendant's misappropriation of funds, plaintiff has sustained damages.

**WHEREFORE**, Plaintiff demands judgment against Defendants for:

A. Compensatory damages;

B. Punitive damages;

C. Interest;

D. Attorney fees; and

E. Such other relief as the Court shall deem fair and equitable.

**FIFTH COUNT**

1. Plaintiff, City of Atlantic City, repeats and re-alleges each and every allegation of this Complaint as if set forth at length herein.

2. Based on the defendants actions and continual bad faith towards the plaintiff, plaintiff claim for payment and return of funds in the amount of Three Million Dollars (\$3,000,000.00) has been wrongfully denied.

3. As a result of defendants bad faith, plaintiff has sustained damages.

**WHEREFORE**, Plaintiff demands judgment against Defendants for:

- A. Compensatory damages;
- B. Punitive damages;
- C. Interest;
- D. Attorney fees; and
- E. Such other relief as the Court shall deem fair and equitable.

**SIXTH COUNT**

1. Defendants in their representation to the City of Atlantic City set forth specific details regarding the company and the services that were offered included but not limited to the implementation and administration of the Community Development Lending Program.

2. On or about May 31, 2013, the parties entered into a Memorandum of Understanding for the implementation and administration of the Community Development Lending Program and failure to respond to Plaintiff's repeated demands for information and verification of Defendant's funds.

3. After several months of inactivity and failure to perform, plaintiff undertook due diligence to investigate the business entity and of the services that were to be provided to the City with regard to the Community Development Lending Program. Upon learning the information regarding the business and the services that were to be offered were misrepresented by defendants, plaintiff sought to invalidate the contract and demanded the return of City funds to plaintiff.

4. Plaintiff and defendants were at all times relevant to this complaint persons as that term is defined in N.J.S.A. 56:8-1 (d).

5. The conduct of defendants constitutes a violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. Defendants made misrepresentations to plaintiff as to the transaction, services, offers and value and as a result of the misrepresentations plaintiff was induced to enter into the memorandum of understanding for the implementation and provision of services regarding the Community Development Lending Program.

6. The conduct of defendants is fraudulent and unconscionable as used in the New Jersey Consumer Fraud Act.

7. The violations of the New Jersey Consumer Fraud Act was a cause of the actual damages sought by the plaintiff.

**WHEREFORE**, Plaintiff demands judgment against Defendants for:

- A. Treble damages;
- B. Punitive damages;
- C. Interest;
- D. Costs of Suit;
- E. Attorney fees; and
- F. Such other relief as the Court shall deem fair and equitable.

#### **SEVENTH COUNT**

1. Plaintiff, City of Atlantic City, repeats and re-alleges each and every allegation of this Complaint as if set forth at length herein.

2. After due diligence plaintiff learned that defendants were unable to produce or adhere to the terms and conditions of the memorandum of understanding and gave notice to defendant that defendants have failed to abide by the terms and conditions of the agreement. Defendants have failed to return any of the City funds that have been deposited with defendants.



3. As a direct and proximate result of the defendants inability to fulfill the terms and conditions of the agreement and the inability to provide the contracted services which included implementation and administration of a Community Development Lending Program, defendants breached the contract with plaintiff causing the plaintiff economic and other forms of damages.

**WHEREFORE**, Plaintiff demands judgment against Defendants both jointly and separately for:

- A. Compensatory damages;
- B. Interest;
- C. Costs of Suit;
- D. Attorney fees; and
- E. Such other relief as the Court shall deem fair and equitable.

#### **EIGHTH COUNT**

1. Plaintiff, City of Atlantic City, repeats and re-alleges each and every allegation of this Complaint as if set forth at length herein.

2. Defendants intentionally misrepresented to the City of Atlantic City the services that they would provide including verification of City funds, and all aspects of the transaction with the plaintiff.

3. Plaintiff relied upon the Defendants representations made with regard to the business transaction.

4. As a direct and proximate result of defendants misrepresentation and fraud, plaintiff has suffered economic and other forms of damages.

**WHEREFORE**, Plaintiff demands judgment against Defendants for:

- A. Compensatory damages;
- B. Interest;
- C. Costs of Suit;
- D. Attorney fees; and
- E. Such other relief as the Court shall deem fair and equitable.

#### NINTH COUNT

1. Plaintiff City of Atlantic City repeats and re-alleges each and every allegation of this Complaint as if set forth at length herein.

2. Plaintiff has repeatedly demanded accountings and verification of City funds, while defendants continue to make representations that such will be sent while failing to do so over the course of several months.

3. Plaintiff has relied upon the continual fraudulent representations and misrepresentations.

4. Defendants continue to wrongfully withhold City funds in the amount of Three Million Dollars (\$3,000,000.00) to which plaintiff is entitled.

5. As a direct and proximate cause of Defendants fraud and intentional withholding of plaintiff's money and funds, plaintiff is entitled to recover from defendants for:  
A. Compensatory damages;  
B. Interest;  
C. Costs of Suit;  
D. Attorney fees; and  
E. Such other relief as the Court shall deem fair and equitable.

- E. Costs of suit;
- F. Attorney fees;
- G. Such other and further relief as the Court shall deem fair and equitable.

#### **JURY DEMAND**

Plaintiff hereby demands a trial by jury as to all issues.

#### **DESIGNATION OF TRIAL COUNSEL**

Plaintiff hereby designates Michael J. Perugini, Esquire as trial counsel in this matter.

#### **CERTIFICATION**


The undersigned counsel certifies that there are no other actions or arbitrations pending or contemplated involving the subject matter of this controversy at this time and there are no additional known parties who should be joined to present action at this time. I certify the foregoing to be true. I am aware if the above is wilfully false, I am subject to punishment.

#### **DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS**

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment. If so, please attach a copy of each, or in the alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; (e) personal injury limits; (f) property damage limits; and (g) medical payment limits.

Respectfully submitted,

Date: 7-15-14



MICHAEL J. PERUGINI, ASST. SOLICITOR  
CITY OF ATLANTIC CITY